

**BY-LAWS
RULES &
REGULATIONS OF
RURAL WATER
DISTRICT NO. 6
GARVINCOUNTY,
OKLAHOMA**

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Wynnewood, OK 73098 (405)665-4436

BY-LAWS
OF
RURAL WATER DISTRICT NO. 6
GARVIN COUNTY, OKLAHOMA

ARTICLE I
NAME AND PLACE OF BUSINESS

Section 1. The name of this Corporation shall be RURAL WATER DISTRICT NO. 6, GARVIN COUNTY, OKLAHOMA.

Section 2. The principal office of this District shall be located in Garvin County, at Wynnewood, Oklahoma, or such other place within the County as the Board may determine.

ARTICLE II
CORPORATE POWERS

Section 1. The corporate powers of this District shall be vested in the Board of Directors, hereinafter referred to as the Board.

ARTICLE III
PURPOSES AND OBJECTIVES

Section 1. The purposes and objectives of this District are, as follows:

(a) To acquire water and water rights and to build and acquire pipelines and other facilities, and to operate the same for the purpose of furnishing water to serve the needs

of owners and occupants of land located within the District, and others as authorized by these By-Laws.

(b) To borrow money from any Federal or State Agency, or from any other source, and to secure said loans by mortgaging, or pledging all of the physical assets, revenue and income of the District, including easements and rights of way.

1. Any loan made or insured by the Farmers Home Administration will be authorized by a majority vote of all the members present at a special meeting or at an annual meeting of the members.

(c) To hold such real and personal property as may come into its possession by will, gift, purchase, or otherwise, as authorized by law, and to acquire and dispose of such real and personal property, including rights-of-way and easements, wherever located, and as may be necessary and convenient for the proper conduct and operation of the business of the District.

(d) To establish rates and impose charges for water services furnished to participating members and others.

(e) To enter into Contracts for the purpose of accomplishing the purposes of the District with any person or governmental agency.

(f) To cooperate with any person or with any governmental agency

In any undertaking designed to further the purpose of the District.

(g) To do and perform any and all acts necessary or desirable for the accomplishment of the purposes of the District which may lawfully be done by such District under the laws of the State of Oklahoma.

ARTICLE IV
WATER USERS

Section 1. Water service shall be supplied only to rural residents of land located within the District. Provided, however, that the Board may make water available to the public for purchase at such distribution points as it may establish.

Section 2. No owner of land located within the District shall be eligible to become a water subscriber unless he has first subscribed and paid for one or more Benefit Units. Tenants occupying land located within the District may become water subscribers: Provided that the owner, or someone on behalf of the owner, has subscribed and paid for one or more Benefit Units in favor of the land or premises occupied by the tenant.

ARTICLE V
RIGHT TO VOTE

Section 1. Only participating members shall have the right to vote, and each participating member shall be entitled to a single vote, regardless of the number of Benefit Units to which he may have subscribed: Provided all owners of land located within the District shall be eligible to vote at meetings of landowners until ninety (90) days after a declaration of availability of Benefits Units and unit fees has been entered by the Board in its minutes. There shall be no proxy voting, and no dual ownership of Benefit Units for voting purposes. A participating member may be an individual, firm, partnership, association or corporation. Participating members shall be;

(a) Owners of land located within the District who have subscribed to one or more Benefit Units; provided, payments of charges are current on at least one of the Benefit Units.

ARTICLE VI
BENEFIT UNITS

Section 1. The Board shall at the proper times cause a declaration of availability of Benefit units for subscription to be entered in its minutes and shall establish a unit price for said subscriptions. The meter deposits of existing users in incorporated towns who desire to continue to be users shall be credited toward the price of a Benefit Unit. Each Benefit Unit shall carry with it the obligation of paying a minimum monthly meter charge from the time service is available. The Board in its discretion may from time to time, if the capacities of the District's facilities permit make additional Benefit Units available. Subscriptions for Benefit Units shall be given preference and priority in order in which received. The Board may refuse the subscription for a Benefit Unit in favor of a particular tract of land located within the District, or impose special conditions on granting the same if in the judgment of the Board, the granting of said subscription and the furnishing of water services pursuant thereto, would impair the service to other users in that locality or be uneconomical, unfeasible, and place an undue burden on the District. Any landowner who feels himself aggrieved by such denial, or imposition of special conditions, may appeal from the action of the Board to a vote of the members at the next regular meeting of the members, or special meeting of the members called for such purpose: Provided, the decision of the Board shall stand, unless three-fourths of all participating members (or landowners at meeting where only qualification to vote is ownership of land within the District), vote in favor of a motion to overrule the decision of the Board.

Section 2. Upon the purchase of Benefits Units, the owners of land shall designate the tract of land to which the Benefit Units shall be assigned, and the Benefit Unit shall not be transferred from one tract of land to another within the District without the approval of the Board. The owner of lands subscribing for more than one Benefit Unit to be assigned to one tract of land shall at the time of said subscription designate as nearly as practical the location of said tract where he intends to utilize said benefit units and no major change in location shall be made without the approval of the Board. Benefit Unit Certificates shall be issued by the Board, signed by the Chairman and Secretary, showing name of owner, and tract of land to which the Benefit Unit is assigned, numbered consecutively in the order in which issued.

Section 3. The consideration paid for Benefit Units shall be considered donations to the District and shall in no event and under no Circumstances are refunded to the subscriber.

Section 4. Benefit Units shall follow the title of the land unless the owner of the land designates otherwise. Owners may transfer Benefit Units from one tract of land to another tract owned by them within the District, subject, however, to the approval of the Board. No transfer in ownership of Benefit Units shall be permitted without the approval of the Board. No transfer will be approved unless all charges against the Benefit Unit are paid. All transfers when approved shall be recorded in the books of the District.

Section 5. Each Benefit Unit shall entitle the owner not to exceed one line from the District's water system. Each line shall serve not to exceed one residence or business, establishment together with the necessary and usual out-buildings.

Section 6. Failure to pay the minimum monthly meter charge, or failure to pay for water used through a meter shall constitute a forfeiture of the Benefit Unit on behalf of which such failure occurs: Provided, that such Benefit Unit shall be reinstated if within three months after such failure all back charges are paid in full, plus 10% interest and reasonable labor charges necessary to effect such reconnections. Provided, further, that the Board may permit such reinstatement within six months after such failure upon payment of all back charges, plus 10% interest, and reasonable labor charges necessary to effect such reconnection: Provided, further, that if the defaulting water subscriber is a tenant, the time set out above shall not commence to run until the Secretary of the District has mailed or caused to be mailed, by registered or certified mail notice of such default of the tenant to the landowner at his last known address as shown on the books of the District.

Section 7. Persons holding valid memberships or Benefit Units in the Wynnewood Rural Water Corporation (the "Corporation") shall, upon the transfer of assets and liabilities of the Corporation unto the District, be entitled to Benefit Units in the District without further action or expense. The Manager of the District is authorized to enroll said Benefit Units on the books of the District upon the conveyance of the Corporation's assets and liabilities.

ARTICLE VII

ELECTION OF DIRECTORS

Section 1. The Board of this District shall consist of five (5) members, all of whom shall be participating members of the District: Provided, however that the original Board shall consist of owners of land located in the District. The Directors

elected at the time of the incorporation of the District shall be elected for staggered terms of one, two, or three years shown by the minutes of the original meeting of the landowners and until the successors are elected and have qualified. At each annual meeting of the participating members shall elect for a term of three years the number of Directors whose terms of office have expired. If a city or town is or becomes a part of the District the Board of Directors must be composed of residents of said city or town in direct proportion to the number of users in said city or town.

Section 2. Immediately following the annual meeting of the participating members, the Board shall meet and shall elect a Chairman, Vice-Chairman, Secretary and Treasurer, from among themselves, each whom shall hold office until the next annual meeting of the participating members and until the election and qualifications of his successor unless sooner removed by death, resignation or for cause. The office of the secretary and treasurer may be held by one person.

Section 3. Any vacancy in the Board, other than from the expiration of a term of office, shall be filled by appointment by the remaining members of the Board. The disqualification of a Director as a participating member of the District or failure of any original Director to become a participating member within 30 days after subscription to Benefit Units are made available through action of the Board, shall operate to disqualify him as a Director and to create a vacancy in the office of the Director.

Section 4. A majority of the Board shall constitute a quorum at any meeting of the Board.

Section 5. Any Director of the District may be removed from office for cause by a vote of not less than 3/4ths of the participating members of the District at any annual or special meeting called for that purpose. The Director shall be

informed in writing of the charges preferred against him at least 10 days before such meeting, whether regular or special, and at the meeting shall have an opportunity to present witnesses and be heard in person in answer thereto. Officers of the Board may be removed for cause by vote of 2/3rds of the members of the Board, and employees and agents discharged or removed from office or employment at any time by action of the Board. When the Board of Directors is the governing body of the city or town, they may not be removed except by due process of city government.

ARTICLE VIII POWERS AND DUTIES OF DIRECTORS

Section 1. The Board, subject to the restrictions of law, and these By-Laws, shall exercise all the powers of the District and without prejudice to or limitation upon their general powers, it is hereby expressly provided that the Board shall have, and is hereby given full power and authority in respect to the matters as hereinafter set out:

- (a) To select and appoint all agents and employees of the District or remove such agents and employees of the District for just cause, prescribe such duties and designate such powers as may not be inconsistent with these By-Laws, and fix their compensation and pay for faithful service.
- (b) To borrow from any source money, goods, or services, to make and issue notes and other negotiable and transferable instruments, mortgages, deeds of trust and trust agreements, and to do every act and thing necessary to effectuate the same.
- (c) To prescribe, adopt and amend, from time to time, such equitable and uniform rules and regulations, as, in their discretion, may be deemed essential or convenient for the

conduct of the business and affairs of the District, and the guidance and control of its agents and employees.

(d) To fix charges to be paid by each water user for services rendered by the District to such user, the time of payment, and the manner of collection, and to establish equal rates for farm members and non-farm members according to the amount of services furnished.

(e) To require all officers, agents, and employees, charged with the responsibility for the custody of any funds of the District to give adequate bond, and cost thereof to be paid by the District, and it shall be mandatory upon the Directors to so require.

(f) To select one or more banks to act as depositories of the funds of the District and to determine the manner of receiving, depositing and disbursing the funds of the District in the form of checks, and the person by whom the same shall be signed on behalf of the Chairman, with the power to change such bank or person signing such checks and the form thereof at will.

(g) Prepare annually an estimated budget for the coming year, adjust water rates, if necessary to produce sufficient revenue required by such budget, cause an annual audit of the District records and accounts to be made by a licensed municipal public accountant or a qualified independent accountant, and make a report on said matters at each annual meeting of participating members.

ARTICLE IX
POWERS AND DUTIES OF MANAGER

Section 1. The Board may employ for the District a manager, who shall have charge of the business of the Association under the general control, supervision and direction of the Board. No Director shall serve as manager. Subject to the approval of the Board, the manager shall employ, supervise and dismiss all agents and employees of the District and fix their compensations. He shall also, so far as practical, conduct the business in such a way that patrons receive equal service and treatment, deposit in a bank selected by the Board, all money belonging to the District, which comes into his possession; maintain his records and accounts in such a manner that the true and correct condition of the business may be ascertained, the reform at any time; furnish the Board a current statement of the business and affairs of the District at each scheduled meeting of the Board and at the end of each fiscal year and at such other times and in such forms as the Board may direct; carefully present and turn over to his successor all books, records, documents, and correspondence pertaining to the business of the District which may come into his possession; and to perform such other duties as may be prescribed by the Board.

ARTICLE X
DUTIES OF OFFICERS

Section 1. Chairman. The Chairman, who shall be a member of the Board, shall preside over all meetings of the District and the Board, call special meetings of the District and the Board, perform all acts and duties usually performed by an executive and presiding officer, and shall sign all Benefit

Unit Certificates and such other papers of the District as he may be authorized or directed to sign by the Board, provided the Board may authorize a person to sign checks, on behalf of the District, provided that all checks must be countersigned by the Treasurer. The Chairman shall perform such other duties as may be prescribed by the Board.

Section 2. Vice Chairman. In the absence of the Chairman, the Vice Chairman, who shall be a member of the Board, shall perform the duties of the Chairman.

Section 3. Secretary. It shall be the duties of the Secretary, who shall be a member of the Board, to keep a record of the proceedings of the meeting of the Board and of the District. He shall serve, or cause to be served, all notices required to be served by law or by the By-Laws of the District; and in case of his absence, inability, refusal or neglect to do so, then such notice may be served by any member of the Board directed by the Chairman.

Section 4. Treasurer. The Treasurer, who shall be a member of the Board, shall receive and account for all funds of the District, shall deposit the same in some bank designated by the Board as a depository, and pay the amounts, or cause them to be paid out of the depository only in the checks of the Chairman, or someone authorized to sign on the Chairman's behalf, countersigned by the Treasurer. At each annual meeting of the District, he shall submit for the information of the participating members a complete statement of his account for the past year and he shall discharge such other duties pertaining to his office as shall be prescribed by the Board and shall give a good and sufficient bond in such amount as may be fixed by the Board.

ARTICLE XI
BOOKS AND RECORDS

Section 1. The books and records of the District, and such papers as may be placed on file by vote of the District or Directors, shall during all reasonable business hours, be subjected to inspection of any landowner or participating member of the District.

ARTICLE XII
ANNUAL MEETING OF PARTICIPATING MEMBERS

Section 1. The annual meeting of the participating members of the District shall be held at some suitable location within the District designated by the Board, on the first Tuesday in February of each year at 7:30 p.m., or if such date is a legal holiday, then on the next succeeding business day.

Section 2. Special meetings of participating members may be called at any time by the Chairman or upon resolution of the Board, or upon written Petition to the Chairman of the Board, signed by 51% of the participating members of the District. The purpose of every special meeting shall be stated in the notice thereof, and no business shall be transacted thereat except such as is specified in the notice.

Section 3. Notice of meetings of participating members of the District shall be given by mail to each participating member of record directed to the address shown upon the books of the District at least 10 days prior to the meeting. Such notice shall state the nature, time, place and purpose of the meeting, but no failure or irregularity of a notice of any annual meeting, regularly held, shall affect any proceeding taken thereat.

Section 4. The participating members present at any meeting of participating members shall constitute a quorum for the purpose of transacting business.

Section 5. The order of business at the regular meeting and so far as possible, at all other meetings shall be:

- (a) Call to Order;
- (b) Proof of Notice of Meeting;
- (c) Reading and approval of minutes of last meeting;
- (d) Report of officers and committees;
- (e) Election of Directors;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment;

ARTICLE XIII BOARD MEETINGS

Section 1. The Board shall meet annually on the first Tuesday in February of each year, commencing in the year 1989, and will also meet annually to elect officers immediately following the time for election of any new Director. The Board shall meet at such and other times as may be determined by the Board or upon call by the Chairman or any two members of the Board. Notice of all meetings of the Board, other than the annual meeting to be held on the first Tuesday in February of each year, shall be by mailing a notice to the last known business or residence address of each Director, at least two days before the holding of such meeting: Provided, however, that when all of the Directors are present at any meeting, however called, or consent in writing that such meeting may be held the proceedings thereat shall be as valid as though the previous written notice aforesaid had been given.

Section 1. The District shall at all times be operated on a non-profit basis for the mutual benefit of its participating members.

ARTICLE XIX
BENEFITS AND DUTIES OF MEMBERS

Section 1. This District shall install, maintain, and operate a main distribution pipe line or lines from the source of water supply, and lines from the main distribution pipe line or lines, to the property line of each participating member of the District at which point designated as delivery points, meters to be purchased, installed, owned and maintained by the District shall be placed.

Section 2. Each participating member shall be entitled to purchase from the District, pursuant to such agreement as may from time to time be provided and required by the District and the Board, such water for domestic, livestock, garden and other purposes as a participating member may desire, subject, however, to the provisions of these By-Laws and such rules and regulations as may be prescribed by the Board. The water delivered to each participating member shall be metered.

Section 3. In the event the total water supply shall be insufficient to meet all of the needs of the members and users, or in the event there is a shortage of water, the District may pro-rate the water available among the various members and users on such basis as is deemed equitable by the Board, and may also prescribe a schedule of hours, covering the use of water for garden purposes and require adherence thereto, or prohibit the use of water for garden purposes if at any time the total water supply shall be

insufficient to meet all of the needs of all of the participating members for domestic, livestock, garden and other purposes, and the District must first satisfy all the needs of the participating members for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all the participating members for domestic and livestock purposes before supplying water for gardens and other purposes.

ARTICLE XX
PRINTING

Section 1. After adoption, these By-Laws shall be prepared in pamphlet form, and a copy thereof shall be delivered to each participating member.

RURAL WATER DISTRICT NO. 6

GARVIN COUNTY, OKLAHOMA

RULES AND REGULATIONS:

These rules are issued in compliance with the provisions of the Rural Water, Sewer and Solid Waste Management Districts Act of Oklahoma (82 O.S. 1981 ss 1324.01-1324.26) and the By-Laws of the District and are designed to govern the supplying and taking of water service in a uniform manner for the benefit of the District and its members. They are subject to change from time to time. If any portion of these Rules shall be declared invalid by competent authority, such voidance shall not affect the validity of the remaining portions

DEFINITIONS: The following expressions when used herein will have the meaning stated below:

APPLICANT: Any individual, firm, partnership, corporation or other agency owning land located within the District, applying for water service.

BENEFIT UNIT: A right entitling the holder to one water service connection.

BOARD: The Board of Directors of Rural Water District No. 6, Garvin County, Oklahoma.

CONSUMER: Any individual, firm, partnership, corporation, or other agency receiving water service from the District's facilities and owning or occupying land located within the District in favor of which one or more benefit units have been subscribed and paid for.

POINT OF DELIVERY: The point of delivery shall be at the meter unless otherwise specified in the Application for Water Service and Water Users' Agreement.

SERVICE: The term service when used in connection with the supplying of water shall mean the availability for use by the consumers of water adequate to meet the consumer's requirements and adequate sewage collection and treatment facilities. Service shall be considered as available when the District maintains the water supply at normal pressure at the point of delivery, in readiness for the consumer's use, regardless of whether or not the consumer makes use of it.

APPLICATION FOR WATER SERVICE AND WATER USERS' AGREEMENT: The Agreement or Contract between the consumer and the District, pursuant to which water service is supplied and accepted.

WATER SERVICE: Water service shall consist of facilities for supplying water to one residence or business establishment located on land within the District. A landowner must purchase a Benefit Unit and accept water service for each residence or business establishment served.

GENERAL RULES:

(1) The supplying and taking of water will be in conformance with these Rules an applicable rate scheduled attached hereto, and filed with the Secretary of the District: Provided, however, that such rate schedule is subject to change by action of the Board. Provided further, that if at any time the Board of Directors determines that the total amount derived from the collection of water charge is insufficient for the payment of operating costs, emergency repairs, or debt service, the Board shall increase the minimum water rate for the first month thereafter in an amount sufficient to pay such operating costs, emergency repairs, or debt service.

(2) Applicants for service shall make an Application for Service to the District, thru the office located at 39705

Highway 29, Wynnewood, OK 73098. If the Application for Service is approved, the applicant will purchase a Benefit Unit for each water service desired and sign the standard Water Users' Agreement for an indefinite period.

(3) Applicants for service will also need to produce Proof of Ownership, Deed along with the Application of service.

(4) Applicants for service who will be constructing a new building or residence will need to provide Rural Water District No. 6, Garvin County with a copy of the Perk Test, required by DEQ. The DEQ office to contact for Garvin and Murray County is in Ada, Oklahoma 580-332-3157. McClain County is in Purcell, Oklahoma 405-527-8738.

(5) Before installing a service extension and providing water available for use, the Board may require the applicant to pipe his home and be in readiness to accept service.

(6) The service line from the meter to the residence must be installed as with Oklahoma Plumbing Code.

SERVICE IS FOR SOLE USE OF THE CONSUMER:

A standard water service connection is for the sole use of the applicant or the consumer, and does not permit the extension of pipes to transfer water from one property to another, nor to share, resell, or sub meter water to any other consumer. If an emergency or specific situation should make such an arrangement advisable, it shall be done only on specific written permission of the Board of Directors for the duration of the emergency.

MULTIPLE USERS:

The classification, method or service and minimum charge to be assessed each mobile home resident, whether located in a trailer park or located on an individual lot, will be the same as for any other residential user on the system. Each mobile home resident is expected to pay the same water charges as other users on the system. Normally, this would be accomplished by installing a water meter at each mobile home. If the residents of mobile homes are not permanent residents, the Board of Directors may elect to serve mobile homes located in a trailer park through a master meter, provided the owner of the trailer park agrees in writing that he will be responsible for collecting a minimum water bill each month for each mobile home, plus water used through the master meter in accordance with the rate schedule used for other residential users. Owners of trailer parks serving non-resident users will be expected to contribute an amount equal to the cost of enlarging the District's water system as required to serve the trailers. The trailer park owners must also pay for constructing their own lines within the trailer park.

AGREEMENTS WITH GOVERNMENTAL AND PUBLIC BODIES:

The District through its Board of Directors may make specific water service contracts with the Federal Government, the State of Oklahoma, or agencies thereof, school districts and municipal corporations, differing from stipulations set out in the rate schedule and Rules.

RIGHT OF ACCESS:

Representatives of the District shall have the right at all reasonable hours to enter upon consumer's premises to read and test meters, inspect piping and to perform other duties for the proper maintenance and operation of service, or to remove its meters and equipment upon discontinuance of service by consumer.

CONTINUITY OF SERVICE:

The District will make all reasonable efforts to supply continuous, uninterrupted service. However, it shall have the right to interrupt service for the purpose of making repairs, connections, extensions, or for other necessary work. Efforts will be made to notify consumers who may be affected by such interruptions, but the District will not accept responsibility for losses which might occur due to such necessary interruptions.

The District does not accept responsibility for losses which might occur due to interruptions to service caused by storms, strikes, floods, or other causes beyond its control.

METERS:

Meters will be furnished, installed, owned, inspected, tested and kept in proper operating condition by the District, without cost to the consumer. A complete record of tests and histories of meters will be kept. Meter tests will be made according to methods of the American Water works Association by the District, as often as deemed necessary by its Board of Directors.

METER ACCURACY:

Service meters whose errors do not exceed two percent fast or slow shall be considered as being within the allowable limits of accuracy for billing purposes. The percentage of error will be considered as that arrived at by taking the average of the error at full load and that at ten percent load, unless a consumer's rate of usage is known to be practically constant in which case the error at such constant use will be used.

METER LOCATION:

Meters shall be set in an accessible place on the outside of the buildings except where otherwise directed by the District. All meters shall be set horizontally and never connected into a vertical pipe. Meters set outside of a building shall be placed in a meter box furnished and installed by the District.

BILLS:

Bills will be rendered for service by the last day of the month following that in which the service was rendered as set forth in the rate schedule. Service bills not paid by the 16th of the following month shall be subject to a ten percent (10%) late charge. Failure of the District to submit a service bill shall not excuse the consumer from his obligation to pay for the minimum charge and/or water used when the bill is submitted. A minimum charge is due whether water is used or not. Failure to pay a bill within 30 days from the due date shall result in the disconnection of the service. For members with rental property see **Rental Property** for details.

RETURNED PAYMENTS:

Each payment that is returned as Insufficient Funds or Closed Account will be charged a fee. If your account is drafted and are returned 2 consecutive months you will be charged a fee each time and removed from the draft. Returned payments will need to be picked up with cash or money order along with the fee to prevent service interruption.

RECONNECTION CHARGE:

The reconnection charge for restoration of service, if reconnection is authorized and approved under the provisions of the By-Laws of the District, after each suspension of service because of delinquent payment or for other infraction of these Rules, shall be the unpaid amount charged to date against the consumer's benefit unit, plus a sum to cover the reasonable cost of labor necessary to make such reconnection. After meters are locked, reconnects can only be paid with cash or money order. The following was adopted by the Board of Directors on July 8, 2010, became effective September 1, 2010:

Initial lock charge	\$ 50.00
Second lock charge	\$100.00
Third lock charge	\$150.00
Fourth lock charge	\$200.00
Fifth lock charge	\$250.00

The latest lock date is the date to be used to figure when your 12 months of uninterrupted (unlocked) service begins. The fee will escalate each time you are locked within the year and will continue to escalate up to the \$250.00 until you can

remain unlocked for 12 consecutive months. If you have only been locked once in a 12 month period and you are not locked again for 12 consecutive months plus one day, it will remain at \$50.00.

REQUESTED METER TESTS:

Meter tests requested by consumers will be performed without cost to the consumer if the meter is found to be in excess of two percent fast. Otherwise, the consumer for whom the requested test was made will be charged for the cost of making the test.

CONSUMER'S RESPONSIBILITY:

The consumer shall be responsible for any damage to the meter installed for his service, on account of any cause other than normal wear and tear.

RENTAL PROPERTY:

It is the sole responsibility of the property owner to make sure the bill is paid either by the renter or otherwise. If property owner deems so, by signing an Owner/Renter Agreement, Rural Water District No. 6, Garvin County can send a statement to both the property owner (to keep track of payments) and also the renter. If the renter fails to make the payments the service will be interrupted until the account is paid as stated in Reconnection Charges. If the renter vacates the property it will be the responsibility of the owner to pay the account and fees to resume service.

The owner can choose to sign a Rental Disconnect Agreement for rental property to allow Rural Water District

No. 6, Garvin County to execute an earlier disconnect date. This disconnect date will be 8-10 days of the current bill due date each month. The Owner/Renter Agreement and Rental Disconnect Agreement will be signed for each new renter of each property.

CHANGE OF OCCUPANCY:

It shall be the consumer's responsibility to anticipate changes of occupancy, and to have his benefit unit transferred to the new consumer as prescribed in the By-Laws. When selling/transferring the benefit unit a Transfer of Membership form must be signed by the seller, naming the buyer/transferee. The buyer/transferee will need to sign a Water Users' Agreement form and produce a copy of the deed, proving ownership. A transfer fee must be paid by the buyer/transferee unless it's a family transfer. Until the benefit unit is formally transferred, the original holder shall be responsible for payment for service. All charges levied against a benefit unit must be paid, before the benefit unit can be transferred, or service resumed where there has been a suspension.

MAIN EXTENSION:

In extending a water main to serve an individual applicant, the Board may at its discretion exercise one of the following options:

(a) If the cost of the extension is less than the average cost* of the entire system to each member and sufficient construction funds are available, the Board may elect to make the extension upon the applicant's purchase of a benefit unit

(b) If the cost of the extension is greater than the average cost of the entire system to each member, but funds are available to the extent of such average cost, the Board may elect to contribute to the extension in the amount of such average cost, and require the applicant to deposit in cash the additional cost in addition to the price of a benefit unit.

(c) In the event that the District does not have funds available to pay for construction in the amount of the average cost per member of the entire system, it may require as a condition of extending service, that the applicant deposit in addition to the price of a benefit unit, an amount which may equal the entire cost of the extension.

(d) No construction will be started until an Application for Service is received, proof of ownership (deed) is produced and entire cost is in hand.

*(Average cost of the water system defined as: Total of Liabilities & Assets divided by the number of meters.)

SERVICES:

The District will install and pay for all water services pipes (except for private fire protection) from its main to the meters on property abutting the travel-way along which the main is installed. The service pipe shall not be less than three-fourths inch in size. The District shall also install and pay for the District curb stop, meter, and meter setting. The meter will be set in front of the premises to be served or at the closest point on the consumer's premises as designated by the District. The user will be responsible for all installation of piping and a shut off valve from the dwelling to the installed Benefit Unit.

COST OF BENEFIT UNITS:

Current \$2400.00

Date as of July 12, 2019

TRANSFER OF BENEFITS FROM WYNNEWOOD RURAL WATER CORPORATION:

Persons holding valid memberships or benefit units in Wynnewood Rural Water Corp. (the "Corporation") shall, upon transfer of the assets and liabilities of the Corporation unto the District be entitled to Benefit Units in the District without additional expense.

APPLICANTS HAVING EXCESSIVE REQUIREMENTS:

In the event an applicant whose water requirements are found to exceed the District's ability to supply it from existing plant without adversely affecting service to other consumers to a reasonable extent, the District will not be obligated to render such service, unless and until suitable self-liquidating financing is arranged to cover necessary investment in addition plant or distributing system.

CROSS CONNECTIONS:

There shall be no cross-connections made or maintained between the water system of the District or any other system (private or otherwise) and that all new structures constructed within the District shall, prior to service connections, comply with the plumbing standards of the State of Oklahoma.

Representatives of the District, the state and local Health Departments shall have the right to all reasonable hours to

enter upon consumer's premises for the purpose of inspection and enforcement of this provision.

Violation of this provision shall constitute cause for disconnection of a consumer's service.

UNANIMOUSLY ADOPTED at a meeting of Board of Directors, held April 12, 2012 at Wynnewood, Oklahoma, with 4 members of the Board of Directors present.

PRESENT:

Patrick Campbell-Vice Chairman Judy Phillips-Member
Sherri Harrell-Secretary/Treasurer Lanea Dill-Member
Absent: Tommy Leonard-Chairman

REVISION UNANIMOUSLY ADPOTED at the Annual Meeting held February 5, 2019 with 5 Board Members and Members present.

PRESENT:

Tommy Leonard-Chariman Patrick Campbell-Vice Chairman
Sherri Harrell-Secretary/Treasurer Lanea Dill-Member
Billy Johnson-Member
Absent: None

Tommy Leonard-Chairman

Sherri Harrell Secretary/Treasurer